



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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IN REPLY PLEASE
REFER TO FILE: **AS-0**

January 2, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

COUNTY RESIDENTIAL RECYCLING PUBLIC EDUCATION PROGRAM ALL SUPERVISORIAL DISTRICTS 3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Award the contract for "County Residential Recycling Public Education Program" to Pulsar Advertising, Inc., located in Beverly Hills, California. This contract will be for a period of two years commencing upon Board approval and may be extended an additional one year, not to exceed a total contract period of three years.
2. Instruct the Chair to sign this contract.
3. Authorize the contractor to proceed with the work in accordance with the contract's specifications, terms, conditions, and requirements.
4. Authorize Public Works to encumber an amount not to exceed \$798,000, representing the contractor's maximum 24-month cost, plus an additional \$477,248, representing the maximum cost of the optional 12-month extension. These amounts are based on the contractor's unit prices to perform the work. Funds are included in Public Works' 2002-03 Solid Waste Management Fund.

5. Delegate authority to the Director of Public Works to renew this contract for the one-year renewal option, if, in the opinion of the Director, renewal is warranted.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this requested action is to award a contract to further develop and implement a comprehensive campaign to promote and encourage residential recycling in the County's unincorporated areas through public education and technical assistance.

This program is consistent with the Board-adopted Los Angeles County Source Reduction and Recycling Element which was prepared pursuant to the California Integrated Waste Management Act of 1989, Assembly Bill 939. This program will emphasize those activities which are effective in reducing the amount of solid waste presently being generated and disposed of in landfills.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goals of Organizational Effectiveness and Children's and Families Well Being. This contract will improve internal operations through the utilization of this contractor's expertise to effectively provide these services in a timely manner, as well as improve the quality of life in the County.

FISCAL IMPACT/FINANCING

The contract is for an amount not to exceed \$798,000. This amount is based on the contractor's unit prices to perform the work during the initial two-year period. This contract will commence upon Board approval. With the Board's delegated authority, the Director may renew this contract for a total contract period not to exceed three years. An additional \$477,248 is required to cover the cost of the optional renewal year. In any event, this contract may be canceled or terminated at any time by the County, without cause, upon the giving of at least 30 days' written notice to the contractor.

Funds are available in Public Works' Solid Waste Management Fund 2002-03 Budget to cover the first year's cost of this contract. There will be no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contractor has properly executed the contract and County Counsel has approved it as to form.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code Chapter 2.201) does not apply to this recommended contract which is for services required on an as-needed and intermittent basis.

CONTRACTING PROCESS

On August 19, 2002, Public Works solicited proposals from 402 independent contractors and community business organizations to accomplish this work. Also, notice of proposal availability was placed on the County's bid website (Enclosure A) and an advertisement was placed in the Los Angeles Times.

On September 9, 2002, nine proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements outlined in the Request for Proposals (RFP). Having met these requirements, they were then evaluated by an evaluation committee consisting of Public Works' staff with the assistance of a representative from the City of Claremont. The committee's evaluation was based on criteria described in the RFP which included proposed price, past performance, qualifications of staff, proposer's capability, and work plan of action/approach. Based on this evaluation, Public Works is recommending that this contract be awarded to Pulsar Advertising, Inc., located in Beverly Hills, California, which was found to be the most responsive and responsible proposer.

The contractor received the highest or second highest score in all categories other than "price" and was ranked fourth in that category. Unlike the lower priced proposals, the contractor received the highest score in qualifications of staff, which was defined as "staff's expertise and experience to successfully complete all the task as outlined." Contractor also received the highest score in the category of proposer's capability, which was defined as "experience in the designing, implementing and conducting outreach campaigns or services in the fields of solid waste management, public relations and public education programs."

Enclosure B reflects the proposers' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains Board-approved contract terms and conditions regarding current and new employee notification of the Federal-earned income tax credit, agreement to maximize to the extent possible the use of recycled-content paper products, contractor responsibility and debarment, jury service requirements, and no payment for services received after contract expiration or termination.

Public Works has confirmed that the Child Support Services Department has received the contractor's Principal Owner Information Form in compliance with Los Angeles County Code, Chapter 2.200 (Child Support Compliance Program).

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted a safety record which, in our opinion, reflects that activities conducted by the contractor in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services which will exceed the contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees.

CONCLUSION

Please have the original and one copy of the contract signed by the Chair. Please return the signed copy for the contractor to Public Works, together with a conformed copy for Public Works' file. The fully executed original should be retained for your files.

The Honorable Board of Supervisors
January 2, 2003
Page 5

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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Enc. 5

cc: Chief Administrative Office
County Counsel

A G R E E M E N T

This AGREEMENT, made and entered into this ____ day of _____, 2003, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "COUNTY," and PULSAR ADVERTISING, INC., hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the 9th day of September 2002, hereby agrees to develop and implement a Public Education Program to encourage residential recycling and waste reduction, to the satisfaction of the Director of Public Works, as described in the attached Specifications for "County Residential Recycling Public Education Program."

SECOND: The Contract Specifications, the Contractor's proposal, and the Standard Terms and Conditions of Los Angeles County Services Contracts, all attached hereto, and the insurance certifications are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: The County agrees, in consideration of satisfactory completion of the services in strict accordance with the Contract Specifications to the satisfaction of the Director of Public Works, to pay the Contractor pursuant to Part I, Section 6, Schedule of Prices, as set forth in the Contractor's Proposal, an amount not to exceed a 24-month total of \$798,000 or such greater amounts as the Board may approve. The Director of Public Works may require an additional 12-month extension at an amount not to exceed \$477,248 or such greater amount as the Board may approve.

FOURTH: The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

FIFTH: In the event that the Terms and Conditions which may be listed in the Contractor's proposal conflict with the County's Specifications, Requirements, Terms, and Conditions, the County's Specifications, Requirements, Terms, and Conditions shall control and be binding.

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SIXTH: The Contractor agrees to meet the County's requirements in strict accordance with the Contract Specifications.

SEVENTH: This Contract constitutes the entire agreement between the County and the Contractor with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the Contractor has hereunto subscribed its name by and through its duly authorized officers, as of the day, month, and year hereinabove first written.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

PULSAR ADVERTISING, INC.

By _____
Its President

By _____
Its Secretary